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17 **UNITED STATES DISTRICT COURT**

18 **DISTRICT OF NEVADA**

19 CIRILO UCHARIMA ALVARADO, On  
20 Behalf of Himself and All Others Similarly  
21 Situated,

22 Plaintiff,

23 vs.

24 WESTERN RANGE ASSOCIATION, a  
25 California non-profit corporation;  
26 ELLISON RANCHING COMPANY, a  
Nevada corporation; JOHN ESPIL SHEEP  
27 CO., INC., a Nevada corporation; F. I. M.  
CORP., a Nevada corporation; THE

Case No.: 3:22-cv-00249-MMD-CLB

**FIRST AMENDED CLASS ACTION  
COMPLAINT**

**SHERMAN ACT, 15 U.S.C. § 1 *et seq***

**JURY TRIAL DEMANDED**

1 LITTLE PARIS SHEEP COMPANY,  
 2 LLC, a Nevada limited liability company;  
 3 BORDA LAND & SHEEP COMPANY,  
 4 LLC, a Nevada limited liability company;  
 5 HOLLAND RANCH, LLC, a Nevada  
 6 limited liability company; NEED MORE  
 7 SHEEP CO., LLC, a Nevada limited  
 liability company; and FAULKNER  
 8 LAND AND LIVESTOCK COMPANY,  
 9 INC., an Idaho corporation,

Defendants.

10 Plaintiff Cirilo Ucharima Alvarado (“Plaintiff”) individually, and on behalf of all others  
 11 similarly situated, brings this action against Defendants Western Range Association (“WRA”),  
 12 Ellison Ranching Company (“Ellison Ranching”), John Espil Sheep Co., Inc. (“Espil”), F. I. M.  
 13 Corp. (“F. I. M.”), The Little Paris Sheep Company, LLC (“Little Ranch”), Borda Land & Sheep  
 14 Company (“Borda”), Holland Ranch, LLC (“Holland Ranch”), Need More Sheep, Co., LLC  
 15 (“Need More Sheep”), and Faulkner Land and Livestock Company, Inc. (“Faulkner”)  
 16 (collectively, “Defendants”). All allegations in this Complaint are based upon information and  
 17 belief except for those allegations that pertain to Plaintiff and his counsel. Each allegation in this  
 18 Complaint either has evidentiary support or is likely to have evidentiary support after a reasonable  
 19 opportunity for further investigation and discovery.

**I. JURISDICTION AND VENUE**

20 1. This Court has jurisdiction over all claims pursuant to 28 U.S.C. § 1331 and 15  
 21 U.S.C. § 15(a).

22 2. Venue is proper pursuant to 28 U.S.C. § 1391, 18 U.S.C. § 1965(a), 15 U.S.C.  
 23 §§ 15(b) & 22. Mr. Ucharima Alvarado was placed by the WRA at a WRA member ranch in  
 24 Nevada called the Little Ranch. The WRA transacts business in Nevada. Defendants Ellison,  
 25 Espil, F. I. M., the Little Ranch, Borda, Holland, and Need More Sheep are Nevada corporations  
 26 or companies with their headquarters in Nevada, and transact business in Nevada. Defendant  
 27 Faulkner also transacts business in Nevada. Further, a substantial part of the events or omissions  
 28 giving rise to the claims against the Defendants occurred in Nevada.

1       3.     The Court has *in personam* jurisdiction over Defendants because, among other  
 2 things, they: (a) transacted business in the United States, including in this District; (b) worked  
 3 with WRA's members to artificially fix and suppress the wages of Plaintiff and members of the  
 4 Class (defined herein) throughout the United States, including in this District; or (c) had  
 5 substantial aggregate contacts with the United States as a whole, including in this District.  
 6 Further, the Court has *in personam* jurisdiction over Defendants Ellison, Espil, F. I. M., the Little  
 7 Ranch, Borda, Holland, and Need More Sheep because they reside within this District.

8 **II. INTRODUCTORY STATEMENT**

9       4.     In this Sherman Act action, 15 U.S.C. § 1 *et seq.*, Plaintiff seeks class-wide  
 10 damages, as well as injunctive and declaratory relief related to the WRA's unlawful restraint of  
 11 trade.

12       5.     Sheep ranches in the western United States raise sheep to produce meat and wool,  
 13 and generate roughly \$600 million per year.

14       6.     The industry depends upon thousands of highly-skilled sheepherders, who are  
 15 employed by ranches to tend to sheep herds. Among other forms of skilled labor, sheepherders  
 16 provide professional medical care to sheep, which requires substantial experience and training.

17       7.     Yet sheepherders work for some of the lowest wages in the U.S. economy. Many  
 18 earn between \$4 and \$5 per hour to perform grueling work 80 to 90 hours per week. While on the  
 19 range, they are isolated in remote and windswept corners of the West, often living in small,  
 20 dilapidated one-room trailers without heating or air conditioning and surviving off canned foods  
 21 and potatoes. Some, including Plaintiff, are subject to abusive practices by their employers,  
 22 designed to make them feel even more trapped and isolated in their jobs.

23       8.     Notwithstanding the profits these workers generate for sheep producers, they  
 24 have no meaningful opportunity to shop between ranches for better treatment or decent wages.

25       9.     This case principally concerns Sherman Act violations that have had the effect  
 26 of illegally suppressing the wages of thousands of sheepherders, most of whom come from Peru  
 27 and work in the U.S. West on temporary agricultural visas, commonly called H-2A visas.

28

1       10. Sheep ranchers, including Defendants, suppress sheepherder wages and  
 2 undermine sheepherder bargaining power through, with the aid of, and in conjunction with the  
 3 WRA. The sheep ranch industry is dominated by ranches that are members of the WRA.

4       11. Like all employers, ranches have a legal obligation to compete for labor in an  
 5 open market, free from unlawful restraints or collusion between competitors. Instead, they collude  
 6 with and through the WRA to suppress the wages ranches offer to sheepherders, fixing wages  
 7 predominantly at or near the precise wage floor set by the U.S. Department of Labor (the “DOL”)  
 8 for foreign sheepherders working in the United States on temporary, H-2A visas.

9       12. The ranchers who comprise the WRA, including Defendants, consciously commit  
 10 to this wage suppression scheme by choosing to delegate the setting of wages and the placement  
 11 of workers to the WRA with the knowledge that the WRA uniformly fixes the wages for  
 12 sheepherders.

13       13. Moreover, the WRA and its members, including Defendants, further their wage-  
 14 suppression scheme by agreeing not to compete with each other for sheepherders. When a worker  
 15 applies to work through the WRA, the WRA assigns them to a ranch. Due to this market allocation  
 16 scheme, there is no opportunity to shop between ranches to seek out those who may offer better  
 17 pay and treatment because the ranches have surrendered their independence in the labor market  
 18 to the WRA.

19       14. Defendants further undermine sheepherders’ bargaining power by preventing  
 20 them from moving between ranches in search of better treatment and wages after sheepherders  
 21 are brought to the United States and assigned to a ranch. The WRA requires sheepherders to sign  
 22 a standardized employment contract that provides: “Durante la vigencia de este contrato, el  
 23 Empleado deberá trabajar exclusivamente para un Empleador de la Asociación Western Range y  
 24 dicho Empleador deberá ser designado por la Asociación.” Translated into English, this provision  
 25 states that “during the term of this contract, the employee must work exclusively for an employer  
 26 in the Western Range Association, and that employer must be assigned by the Association.” This  
 27 prevents workers from moving between ranches even between seasonal or temporary visas, which  
 28 sometimes last only a few months, reflecting an agreement between the WRA member ranches

1 to delegate hiring decisions to the WRA, thus depriving the labor market of independent centers  
 2 of decisionmaking and the competition that would otherwise exist. All WRA ranches are aware  
 3 that the WRA requires sheepherders to sign this attestation.

4 15. By effectively dividing the market in this manner and agreeing not to hire  
 5 sheepherders from each other, the WRA and its members, including Defendants, artificially  
 6 suppress sheepherders' wages and exacerbate the risk of dangerous and exploitative working  
 7 conditions. Sheepherders are effectively forced to work for a single ranch.

8 16. The concerted conduct creating these conditions includes but is not limited to: (1)  
 9 agreements between the WRA and its members to fix the wages predominantly offered at or near  
 10 the DOL minimum; (2) indemnification of the WRA by its members for any claims against the  
 11 former related to wages and/or overtime; (3) the WRA's policy of assigning sheepherders to  
 12 specific ranchers while prohibiting sheepherders from seeking employment at other ranches; and  
 13 (4) the collusion of WRA members in this market allocation conspiracy.

14 17. Because of the ranchers' collusion in setting wages offered sheepherders at levels  
 15 that are strikingly low even relative to the most low-wage employment opportunities in the rest  
 16 of the U.S. economy, few domestic workers desire to work as sheepherders and non-immigrant  
 17 guestworker sheepherders earn poverty wages notwithstanding the important and skilled work  
 18 they provide to ranches.

19 18. This artificially created shortage of domestic workers allows the sheep ranching  
 20 industry to rely on the importation of foreign H-2A sheepherders whose immigration status only  
 21 increases their risk of exploitation. The ranchers' collusion with the WRA in assigning  
 22 sheepherders to certain ranches and preventing competition over wages ensures that these  
 23 subminimum wage workers have no ability to shop between ranches for decent treatment and pay,  
 24 notwithstanding the value of their services to sheep ranches.

25 19. Plaintiff Cirilo Ucharima Alvarado was a victim of such exploitation. Mr.  
 26 Ucharima Alvarado had decades of experience sheepherding before he was assigned a ranch by  
 27 the WRA. Notwithstanding his expertise, he had no opportunity to shop between ranches for  
 28 decent wages; all of the ranches offered precisely the DOL minimum wage allowable in their

1 state, and in all cases, that amount was less than the federal minimum hourly wage. And he could  
 2 not shop between ranches because the WRA assigned him a ranch, he was required to sign an  
 3 attestation providing that he could only work for the ranch designated by the WRA, and the  
 4 ranches agree not to hire sheepherders from one another. He was bound to that ranch, no matter  
 5 how badly he was treated.

6       20.      Mr. Ucharima Alvarado's treatment at the hands of his WRA-assigned member  
 7 ranch was abhorrent. At all times, his wages were between \$4 and \$5 an hour, to perform grueling  
 8 work. On more than one occasion, his employers at the Little Ranch required him to sleep out in  
 9 the open, exposed to the elements while herding sheep, gave him expired food to eat, and refused  
 10 to provide clothing and medical attention when he needed it most. The Little Ranch also  
 11 threatened Mr. Ucharima Alvarado constantly with physical violence and with sending him back  
 12 to Peru before the end of his contract term.

13       21.      Mr. Ucharima Alvarado was forced to endure this poor treatment because he  
 14 feared that he would not be paid if he left his placement, and because he had no opportunity to  
 15 leave even if he had wanted to do so given WRA and its member ranches' conspiracy not to hire  
 16 sheepherders from one another. His host ranch confiscated his passport and visa to ensure he  
 17 could not leave.

18       22.      Without this Court's intervention, Defendants will continue to depress wages and  
 19 create conditions that allow for the persistent exploitation of this vulnerable labor market.

20 **III. PARTIES**

21       **A. Plaintiff**

22       23.      Plaintiff Cirilo Ucharima Alvarado ("Plaintiff") is a sheepherder from Centro  
 23 Poblado de Chala in the Junín region of Peru.

24       24.      Plaintiff is a Peruvian citizen and came to the United States on a temporary H-2A  
 25 visa to work as a sheepherder on the Little Ranch in Spring Creek, Nevada. Plaintiff worked at  
 26 the Little Ranch from July 4, 2020 until December 2020. At all relevant times, Plaintiff was a  
 27 resident of and was domiciled in Nevada.

28

1       25. All of the work performed by Plaintiff for the WRA member ranch at which he  
 2 worked occurred in the state of Nevada.

3       **B. Defendants**

4       26. Defendant WRA is a California non-profit corporation with its principal place of  
 5 business at 1245 Brickyard Rd., Salt Lake City, Utah, 84106. The WRA transacts business in  
 6 Nevada by, among other things, recruiting sheepherders and setting wages for several of its  
 7 member ranches in the State, including the ranch at which Plaintiff worked. WRA regularly holds  
 8 meetings of its members in Nevada.

9       27. Defendant Little Ranch is a Nevada limited liability company with its principal  
 10 place of business in Jiggs, Nevada. The Little Ranch is and at all relevant times was a member of  
 11 the WRA and engages in all of the anticompetitive conduct alleged herein. Its principal, David  
 12 Little, has been a Director of the WRA since at least 2017, and became its Treasurer in or around  
 13 2020. The Little Ranch recruits tens of sheepherders each year through the WRA.

14       28. Defendant Ellison is a Nevada corporation with its principal place of business in  
 15 Tuscarora, Nevada. Ellison runs livestock and farming operations across some two million acres  
 16 throughout Nevada via the Spanish Ranch, PX Ranch, 71 Ranch, and the Fish Creek Ranch.  
 17 Ellison is and at all relevant times was a member of the WRA, and engages in all of the  
 18 anticompetitive conduct alleged herein. Through the WRA, Ellison recruits dozens of  
 19 sheepherders each year.

20       29. Defendant Espil is a Nevada corporation with its principal place of business in  
 21 Sparks, Nevada. Espil is and at all relevant times was a member of the WRA, and engages in all  
 22 of the anticompetitive conduct alleged herein. Its principal, John Espil, was also formerly a  
 23 director at the WRA, a post he held in 2017 and 2018. Like other WRA members, Espil recruits  
 24 dozens of sheepherders each year through the WRA.

25       30. Defendant F. I. M. is a Nevada corporation with its principal place of business in  
 26 Smith, Nevada. F. I. M. is and at all relevant times was a member of the WRA, and engages in all  
 27 of the anticompetitive conduct alleged herein. Through the WRA, F. I. M. recruits tens of  
 28 sheepherders each year.

1       31.    Defendant Borda is a Nevada limited liability company with its principal place of  
 2 business in Gardnerville, Nevada. It runs about 3,000 Merino/Rambouillet sheep each year, and  
 3 another 3,500 lambs. Borda is and at all relevant times was a member of the WRA, and engages  
 4 in all of the anticompetitive conduct alleged herein. Through the WRA, Borda recruits over a  
 5 dozen sheepherders each year.

6       32.    Defendant Holland Ranch is a Nevada limited liability company with its principal  
 7 place of business in Elko, Nevada. Holland Ranch is and at all relevant times was a member of  
 8 the WRA, and engages in all of the anticompetitive conduct alleged herein. Like other WRA  
 9 members, it recruits over a dozen sheepherders through WRA each year.

10      33.    Defendant Need More Sheep is a Nevada limited liability company with its  
 11 principal place of business in Ely, Nevada. It has a flock of approximately 10,000 sheep (nearly  
 12 14% of all sheep in Nevada) on a ranch comprising roughly 1.5 million acres of land. Need More  
 13 Sheep is and at all relevant times was a member of the WRA, and engages in all of the  
 14 anticompetitive conduct alleged herein. It recruits numerous sheepherders through WRA each  
 15 year.

16      34.    Defendant Faulkner is an Idaho corporation with its principal place of business in  
 17 Gooding, Idaho. Faulkner has multiple sheepherder worksites, including in Clark, Lincoln, White  
 18 Pine, and Elko Counties in Nevada. Faulkner is and at all relevant times was a member of the  
 19 WRA, and engages in all of the anticompetitive conduct alleged herein. Through WRA, Faulkner  
 20 recruits dozens of sheepherders each year.

21 **IV. STATEMENT OF FACTS**

22      A.    **Regulatory Scheme Governing Importation of Foreign Sheepherder Labor**

23      35.    The H-2A Visa Program is an agricultural guest worker visa program administered  
 24 by the DOL that allows for the issuance of work visas to foreign workers to fill positions that  
 25 employers cannot fill with domestic workers.

26      36.    Pursuant to the Immigration and Nationality Act (“INA”), 8 U.S.C. § 1101 *et seq.*,  
 27 before issuing H-2A visas, the DOL is charged with ensuring that there is in fact a shortage of  
 28

1 domestic workers willing and able to fill the positions that employers seek to fill with foreign H-  
 2 2A workers.

3 37. Specifically, before permitting the entry of foreign workers into the United States  
 4 under H-2A visas, the INA requires the DOL to certify that:

- 5 (A) there are not sufficient workers who are able, willing, and  
 6 qualified, and who will be available at the time and place  
 7 needed, to perform the labor or services involved in the  
 petition, and
- 8 (B) the employment of the alien in such labor or services will  
 9 not adversely affect the wages and working conditions of  
 10 workers in the United States similarly employed.

11 38. To implement its statutory duty under the INA, the DOL has promulgated  
 12 regulations. *See* 20 C.F.R. §§ 655.100 *et seq.*

13 39. Under those regulations, before a foreign worker can be imported under an H-2A  
 14 visa, an employer must first offer the job to domestic workers through State Workforce Agencies.  
 15 20 C.F.R. § 655.121. Because H-2A visas are only issued for positions that cannot be filled by  
 16 domestic workers, DOL regulations prescribe that employers offer domestic workers “no less  
 17 than the same benefits, wages, and working conditions that the employer is offering, intends to  
 18 offer, or will provide to H-2A workers.” 20 C.F.R. § 655.122(a).

19 40. Additionally, ranchers or membership associations acting on their behalf must  
 20 offer domestic workers, among other things, “at least the AEWR [Adverse Effect Wage Rate],  
 21 the prevailing hourly wage rate, the prevailing piece rate, the agreed-upon collective bargaining  
 22 rate, or the Federal or State minimum wage rate, in effect at the time work is performed,  
 23 whichever is highest, for every hour or portion thereof worked during a pay period.” 20 C.F.R. §  
 24 655.122(l).

25 41. Jobs offered to domestic workers under these terms are called “job orders.”

26 42. Only if domestic workers do not accept a position offered through a job order can  
 27 the employer submit an Application for Temporary Employment Certification (an “H-2A  
 28 Application”) to the DOL for certification.

1       43. The DOL can promulgate exceptions to the H-2A Visa Program, known as  
 2 “special procedures,” for certain agricultural industries.

3       44. The DOL has implemented special procedures in the sheep and goat herding  
 4 industries. The DOL implemented one set of special procedures in 2011 that were in effect until  
 5 November 16, 2015. *See* Training and Employment Guidance (TEGL) Letter No. 32-10: Special  
 6 Procedures: Labor Certification Process for Employers Engaged in Sheepherding and Goatherding  
 7 Occupations Under the H-2A Program, 76 Fed. Reg. 47256 (Aug. 4, 2011). As of November 16,  
 8 2015, the wage floor for most H-2A shepherds was raised by the DOL to \$1,206.31 per month.  
 9 *See* Labor Certification Process for the Temporary Employment of Aliens in Agriculture in the  
 10 United States: Adverse Effect Wage Rate for Range Occupations Through 2016, 80 Fed. Reg.  
 11 70840, 70840 (Nov. 16, 2015). This monthly wage floor has been raised in subsequent guidance  
 12 that the DOL has issued. The wage floor can be higher in individual states, such as California,  
 13 Nevada, and Oregon, based on higher state-level minimum-wage laws. Per the DOL’s 2022  
 14 guidance, the minimum for most H-2A sheepherders is approximately \$1,807.23 per month. As  
 15 of January 2023, the minimum for most H-2A sheepherders is approximately \$1,901.21 per  
 16 month.

17       45. While previously the DOL could grant repeated 364-day visas for sheepherders—  
 18 a practice that resulted in sheepherders working in the United States for years or decades doing  
 19 labor that was purportedly seasonal or temporary—pursuant to a 2019 Settlement Agreement with  
 20 the DOL, the DOL will no longer authorize visas lasting 364 days for sheepherders and will  
 21 scrutinize every visa for temporary or seasonal need. All employers applying for temporary  
 22 agricultural labor certifications must individually demonstrate that their need for the agricultural  
 23 labor or services to be performed is temporary or seasonal in nature, regardless of occupation.

24       46. Although “[t]he employer’s job offer must offer to U.S. workers no less than the  
 25 same benefits, wages, and working conditions that the employer is offering, intends to offer, or  
 26 will provide to H-2A workers,” 20 C.F.R. § 655.122(a), the converse is not true: Ranchers are  
 27 permitted to offer higher wages to domestic workers in the job orders than they do to H-2A  
 28 workers in the H-2A Applications.

1       47. Furthermore, although the DOL sets wage floors for sheepherders working on an  
 2 H-2A visa, there is no statute, regulation, or special procedure preventing ranchers from offering  
 3 higher wages to sheepherders. Although ranchers have colluded to set baseline pay in line with  
 4 the minimum permitted by the DOL, on information and belief, on occasion, individual ranchers  
 5 may violate that agreement by offering some sheepherders more than the minimum. But all  
 6 sheepherders' wages would be higher if wages were set by competitive forces, rather than at the  
 7 artificial level established by the WRA members' conspiracy.

8       48. Moreover, nothing in the above-described DOL regulations provides for or  
 9 condones employers colluding to fix wages and agreeing not to compete with one another for H-  
 10 2A workers. While DOL regulations allow membership organizations to fill out applications on  
 11 behalf of their members, the regulations do not contemplate employers who are members of an  
 12 organization like the WRA agreeing *ex ante* on the wage they will all pay and allocating the  
 13 market for workers between each other. Put differently, the DOL's regulations do not in any way  
 14 seek to displace or lessen competition between employers for H-2A workers.

15       **B. Sheepherders like Plaintiff Ucharima Alvarado Come to the United States**  
 16       **Seeking Fair Compensation for their Skilled Work, But Are Exploited and**  
 17       **Harmed by Defendants' Anti-Competitive Scheme**

18       49. Plaintiff Ucharima Alvarado came to the United States on a temporary H-2A visa  
 19 with the hope of using his extensive experience and knowledge as a sheepherder to make a decent  
 20 living for himself and his children and grandchildren. He had been a sheepherder since he was a  
 21 school-aged child. Mr. Ucharima Alvarado has herded sheep, cows, and other livestock for  
 22 decades in his home country of Peru. When he discovered he could do what he knew best in  
 23 another country for what he believed to be better pay, he decided to apply for work through the  
 24 WRA.

25       50. As part of the application process with the WRA, Mr. Ucharima Alvarado  
 26 completed all the steps necessary to secure an H-2A visa. He made the long journey from his  
 27 home province of Concepcion to Lima, the capital city of Peru, where WRA offices are located.  
 28 He went through the process of securing his passport, interviewing for his visa, presenting his

1 marriage license and all of his children's birth certificates, and making other necessary  
 2 preparations for his journey to the United States. Mr. Ucharima Alvarado paid for most of these  
 3 costs himself, including transportation and document fees.

4       51. When Mr. Ucharima Alvarado was applying to work with the WRA, he had heard  
 5 from other sheepherders about their experiences on different ranches in the United States. He  
 6 believed that both wages and treatment might vary between placements, and did not know if ranch  
 7 pay varied based on the state in which the ranch was located. He hoped to be assigned to a ranch  
 8 that would treat him with dignity and respect, and compensate him fairly and in accordance with  
 9 his substantial experience as a herder. But he did not have any control over what ranch he was  
 10 placed with by the WRA. WRA placed Mr. Ucharima Alvarado with the Little Ranch in Nevada.

11       52. It was not until Mr. Ucharima Alvarado arrived in Nevada that he learned about  
 12 the poor treatment other sheepherders on the Little Ranch were forced to endure. He soon came  
 13 to understand why his fellow sheepherders were not only unhappy with their assignment, but  
 14 feared their employer.

15       53. If Mr. Ucharima Alvarado had been given the opportunity to offer his lengthy  
 16 herding experience to different ranches, his experience participating in the H-2A visa program  
 17 would have been very different. Mr. Ucharima Alvarado could have leveraged his knowledge and  
 18 experience to secure a placement with a ranch of his own choosing that would have paid higher  
 19 wages and that would have given him the tools he needed to fulfill the promises of the visa he  
 20 went through so much to obtain. Instead, the structure of the sheepherder labor market, shaped by  
 21 the WRA-led collusion between WRA members, left him indentured and vulnerable to abuse at  
 22 the hands of employers who paid him substantially less than minimum wage, and far less than he  
 23 would have been paid in the absence of the anticompetitive scheme alleged herein.

24       54. Mr. Ucharima Alvarado's experience is representative of those of other  
 25 sheepherders and members of the proposed Class.

26       **C. Allegations Regarding the WRA-Led Wage Suppression**

27       **I. *WRA, its Member Ranches, and their Collusive Relationship***

28       55. The sheep ranching industry is highly concentrated under the WRA and similar

1 associations. In recent years, the WRA hired approximately two thirds of all open-range H-2A  
2 sheepherders in the United States.

3       56.     Although ranches compete in the sale of their products, principally meat and wool,  
4 the ranches that are members of the WRA have conspired to fix one of their principal costs:  
5     sheepherders' wages.

6       57. The WRA is a membership association, and its directors and officers are all  
7 representatives of member ranches. The WRA is not an independent organization and is little  
8 more than an alter-ego and vehicle for its members to collude with one another. Indeed, the WRA  
9 has no purpose other than to facilitate collusion between its members in the labor market—it  
10 describes itself as “a non-profit member association of ranchers from 13 Western states who help  
11 facilitate the employment of H-2A foreign workers for herding or production of livestock on the  
12 range.”

13        58. The tables below identify WRA's directors, officers, and executive director from  
14 2017 to the present.

**Table 1: WRA Officers, Directors, and Executive Director, 2017**

<u>Title</u>	<u>Name</u>	<u>Affiliated Ranch</u>
Executive Director	Monica Youree	Youree Land & Livestock
President	Henry Etcheverry	Etcheverry Sheep Company
Vice President	Ryan Indart	Indart Solar Sheep Grazing
Secretary	Truman Julian	Julian Land & Livestock
Director	Raymond A. Talbott	Talbott Sheep Company
Director	Lane Jensen	Eph Jensen Livestock
Director	Frank Shirts	Shirts Sheep Company
Director	John Espil	John Espil Sheep Company
Director	Steve Raftopoulos	Two Bar Sheep Company
Director	Ben Elgorriaga	Elgorriaga Livestock
Director	Nick Etcheverry	Eureka Livestock

1	Director	David Little	Little Paris Sheep Company
2	Director	Ken Wixom	Ken Wixom
3	Director	Tom W. Helle	Helle Rambouillet Ranch

**Table 2: WRA Officers, Directors, and Executive Director, 2018**

<u>Title</u>	<u>Name</u>	<u>Affiliated Ranch</u>
Executive Director	Monica Youree	Youree Land & Livestock
President	Henry Etcheverry	Etcheverry Sheep Company
Vice President	Ryan Indart	Indart Solar Sheep Grazing
Secretary	Truman Julian	Julian Land & Livestock
Director	Raymond A. Talbott	Talbott Sheep Company
Director	Lane Jensen	Eph Jensen Livestock
Director	Frank Shirts	Shirts Sheep Company
Director	John Espil	John Espil Sheep Company
Director	Steve Raftopoulos	Two Bar Sheep Company
Director	Ben Elgorriaga	Elgorriaga Livestock
Director	Nick Etcheverry	Eureka Livestock
Director	David Little	Little Paris Sheep Company
Director	Ken Wixom	Ken Wixom
Director	Tom W. Helle	Helle Rambouillet Ranch

**Table 3: WRA Officers, Directors, and Executive Director, 2019**

<u>Title</u>	<u>Name</u>	<u>Affiliated Ranch</u>
Executive Director	Monica Youree	Youree Land & Livestock
President	Henry Etcheverry	Etcheverry Sheep Company
Vice President	Ryan Indart	Indart Solar Sheep Grazing
Director	Lane Jensen	Eph Jensen Livestock
Director	Frank Shirts	Shirts Sheep Company
Director	Steve Raftopoulos	Two Bar Sheep Company

1	Director	Stephen Elgorriaga	Elgorriaga Livestock
2	Director	Nick Etcheverry	Eureka Livestock
3	Director	David Little	Little Paris Sheep Company
4	Director	Ken Wixom	Ken Wixom
5	Director	Tom W. Helle	Helle Rambouillet Ranch
6	Director	Andree Talbott Soares	Star Creek Land Stewards
7	Director	Hank Dufurrena	Dufurrena Sheep Company

**Table 4: WRA Officers, Directors, and Executive Director, 2020**

<u>Title</u>	<u>Name</u>	<u>Affiliated Ranch</u>
Executive Director	Monica Youree	Youree Land & Livestock
President	Ryan Indart	Indart Solar Sheep Grazing
Vice President	Nick Etcheverry	Eureka Livestock
Treasurer	David Little	Little Paris Sheep Company
Director	Lane Jensen	Eph Jensen Livestock
Director	Frank Shirts	Shirts Sheep Company
Director	Steve Raftopoulos	Two Bar Sheep Company
Director	Stephen Elgorriaga	Elgorriaga Livestock
Director	Henry Etcheverry	Etcheverry Sheep Company
Director	Tom W. Helle	Helle Rambouillet Ranch
Director	Andree Talbott Soares	Star Creek Land Stewards
Director	Hank Dufurrena	Dufurrena Sheep Company
Director	David Julian	Julian Land & Livestock
Director	Robert Ball	Ball Bros. Sheep Co.

**Table 5: WRA Officers, Directors, and Executive Director, 2021**

<u>Title</u>	<u>Name</u>	<u>Affiliated Ranch</u>
Executive Director	Monica Youree	Youree Land & Livestock
President	Ryan Indart	Indart Solar Sheep Grazing

1	Vice President	Nick Etcheverry	Eureka Livestock
2	Treasurer	David Little	Little Paris Sheep Company
3	Director	Lane Jensen	Eph Jensen Livestock
4	Director	Frank Shirts	Shirts Sheep Company
5	Director	Steve Raftopoulos	Two Bar Sheep Company
6	Director	Stephen Elgorriaga	Elgorriaga Livestock
7	Director	Henry Etcheverry	Etcheverry Sheep Company
8	Director	Andree Talbott Soares	Star Creek Land Stewards
9	Director	Hank Dufurrena	Dufurrena Sheep Company
10	Director	David Julian	Julian Land & Livestock
11	Director	Treston Vermandel	Bair Ranch
12	Director	Harry Soulen	Soulen Livestock Company

Table 6: WRA Officers, 2022

<u>Title</u>	<u>Name</u>	<u>Affiliated Ranch</u>
Executive Director	Monica Youree	Youree Land & Livestock
President	Nick Etcheverry	Eureka Livestock
Vice President	David Little	Little Paris Sheep Company
Treasurer	Andree Talbott Soares	Star Creek Land Stewards
Director	Lane Jensen	Eph Jensen Livestock
Director	Frank Shirts	Shirts Sheep Company
Director	Ernie Etchart	Etchart Livestock
Director	Stephen Elgorriaga	Elgorriaga Livestock
Director	Henry Etcheverry	Etcheverry Sheep Company
Director	Ryan Indart	Indart Solar Sheep Grazing
Director	Hank Dufurrena	Dufurrena Sheep Company
Director	David Julian	Julian Land & Livestock
Director	Treston Vermandel	Bair Ranch

1	Director	Harry Soulen	Soulen Livestock Company
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2       59. The WRA's members, including Defendants, do not share profits or distribute  
 3 losses, but through the WRA they collude to fix sheepherder wages at or near precisely the wage  
 4 floor set by the DOL. They do so through agreements with the WRA and with each other to offer  
 5 the wage floor to workers instead of bidding for workers in a competitive process.

6       60. The WRA convenes regular membership meetings, including in Nevada. Its  
 7 members therefore have numerous opportunities to conspire with one another at those meetings  
 8 and through other communications platforms set up by the WRA, including its blog.

9       61. The fixing and suppression of sheepherder wages results in a windfall for WRA  
 10 members and causes sheepherders to work for shockingly low wages without any meaningful  
 11 opportunity to bargain for more, and without the benefits of market competition.

12       62. Absent this unreasonable restraint of trade resulting from the wage-fixing  
 13 conspiracy alleged herein, the ranchers currently conspiring to fix the wages of sheepherders  
 14 would compete in the sheepherder labor market, both in their initial hiring of sheepherders under  
 15 the H-2A program and while sheepherders are on contract in the U.S., to compete for workers  
 16 who wish to return on future visas. Such competition would be in the independent economic self-  
 17 interest of each individual WRA member because each WRA member has a strong incentive to  
 18 hire the best workers, including by offering higher wages and better working conditions. By  
 19 banding together to suppress competition, however, WRA members, including Defendants, are  
 20 able to extract illicit, supra-competitive profits by paying workers less than they would have  
 21 otherwise had to if they were competing with other WRA members for workers. Absent  
 22 Defendants' scheme, ranches would compete in the labor market for the best sheepherders, and  
 23 sheepherders would compete in the labor market for the best sheepherding jobs. This competition  
 24 would put an upward pressure on wages (and employment conditions) that would benefit all  
 25 sheepherders.

26       63. As part of the conspiracy alleged herein, WRA's members have agreed to  
 27 indemnify the WRA against any suit relating to the employment of sheepherders, including any  
 28 claim for damages brought against the WRA by sheepherders relating to wages.

1                   2.     *Concerted Conduct to Fix Wages Offered to Domestic Shepherders,*  
 2                   *and Thereby Ensure the Unavailability of Domestic Workers for*  
 3                   *Shepherding Jobs*

4                 64.     One of the WRA's principal purposes is to create job orders for and on behalf of  
 5     its members, including setting the wage its members will offer to the shepherders the members  
 6     will employ, both for domestic shepherders through job orders and for foreign shepherders  
 7     through the H-2A visa program.

8                 65.     Member ranchers of the WRA maintain membership in the organization and enlist  
 9     its services in preparing job orders for domestic shepherders. The member ranches knowingly  
 10    allocate decisions regarding the wages offered to domestic shepherders to the WRA, which is  
 11    constituted of competitor ranchers. The ranchers do so with the knowledge that the WRA uses  
 12    job orders to illegally fix sheepherder wages predominantly at the wage floor in each state.

13                 66.     Additionally, these job orders evidence concerted conduct among the WRA and  
 14    its members to offer to compensate domestic shepherders at the wage floor set by the DOL for  
 15    foreign shepherders—known as the Adverse Effect Wage Rate, or AEWR—or by state  
 16    minimum wage requirements.

17                 67.     Based upon a review of recent job orders associated with WRA H-2A  
 18    Applications, the job orders to U.S workers that preceded these H-2A Applications offered the  
 19    same wages as the H-2A Applications and therefore offered exactly the DOL H-2A wage floors  
 20    for each state as a fixed wage to potential U.S. workers.

21                 68.     In a review of all 148 current sheepherder job orders posted by the WRA as of  
 22    2022, only one guaranteed a wage higher than the minimum at all worksites, 125 guaranteed  
 23    exactly the minimum wage, and fourteen offered wages below the legal minimum allowed.

24                 69.     At least fifteen recent job orders have worksites in states with differing minimum  
 25    wages due to state minimum wage laws. Each job order is for a single ranch with multiple  
 26    worksites. These job orders clearly show WRA and its members' commitment to offering exactly  
 27    the minimum wage. In the job orders, WRA writes: "Wages will be paid in accordance to the  
 28    state in which the work is done." Each order proceeds to promise exactly the minimum wage at

1 worksites in each state. For example, one order reads: "Washington, Idaho and Montana wages  
2 will be \$1807.23 and Oregon wages will be \$2080.00."

3 8b. Wage Offer *	8c. Per *	8d. Piece Rate Offer §	8e. Piece Rate Units/Special Pay Information §
4 \$ <u>1807</u> . <u>23</u>	<input type="checkbox"/> HOUR <input checked="" type="checkbox"/> MONTH	\$ <u>00</u> . <u>00</u>	Employer shall provide housing and board in accordance with the rules and regulations of the federal government of the United States of America. Discretionary performance-based bonuses may be available. Payroll advances may be available
9. Is a completed <b>Addendum A</b> providing additional information on the crops or agricultural activities and wage offers attached to this job offer? *			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
10. Frequency of Pay. * <input type="checkbox"/> Weekly <input type="checkbox"/> Biweekly <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Other (specify): <u>SEMI-MONTHLY</u>			
11. State all deduction(s) from pay and, if known, the amount(s). * (Please begin response on this form and use Addendum C if additional space is needed.) Social Security, Federal and State Income Tax withholding's may be deducted from wages.			
12. Wages will be paid in accordance to the state in which the work is done. Washington, Idaho and Montana wages will be \$1807.23 and Oregon wages will be \$2080.00. State Income Tax will be withheld for workers while they are working in the State of Idaho, Montana and Oregon. When the workers are working in the State of Washington there is no State Income Tax withheld			

10 Form ETA-790A FOR DEPARTMENT OF LABOR USE ONLY Page 1 of 8  
11 H-2A Case Number: H-300-22041-894099 Case Status: Full Certification Determination Date: 03/15/2022 Validity Period: \_\_\_\_\_ to \_\_\_\_\_

12 **C. Place of Employment Information**

13 1. Address/Location *	2. City * WHITE BIRD			3. State * Idaho	4. Postal Code * 83530	5. County * Idaho
6. Additional Place of Employment Information (If no additional information, enter "NONE" below) * Multiple worksites in Idaho, Benewah and Kootenai Counties Idaho, Benton County, Walla Walla County, and Adams County Washington, Wheatland and Gallatin Counties Montana, and Umatilla County Oregon will be used. Worksites locations varies depending on season, weather and grazing rotation. Please contact the employer at the headquarters address listed above for specific directions to the current worksite.						
7. Is a completed <b>Addendum B</b> providing additional information on the places of employment and/or agricultural businesses who will employ workers, or to whom the employer will be providing workers, attached to this job order? *						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

20 70. Other job orders contain similar offers of differing minimum wages: "Nevada  
21 wages will \$1807.23 and California wages will be \$2488.97." Still others go as far as to specify  
22 the minimum wage down to the county level in Oregon, where the legal minimum wage varies  
23 between urban and rural areas. These orders read: "Wages will be paid based upon the county in  
24 which the work will be performed. Non-urban counties will be \$2080.00 per month plus room  
25 and board. Standard counties will be \$2210.00 per month plus room and board."

26 71. As most of these orders explain, "Worksites locations varies [sic] depending on  
27 season, weather, and grazing rotation." This means, for example, a sheepherder who stepped  
28 across the border from Nevada to California—due to weather, season, or normal grazing

1 rotations—would face a nearly 50% difference in wage. A sheepherder in Oregon could similarly  
 2 experience a drop in wages simply by crossing a county line.

3       72.     As discussed above, in 2022, the DOL minimum for most H-2A sheepherders was  
 4 \$1,807.23 per month for most range workers. In the absence of the WRA members' combination  
 5 and agreement to fix sheepherder wages, ranchers would have to compete with one another to  
 6 hire qualified sheepherders, and such increased competition would result in higher wages.

7       73.     Furthermore, freely negotiated wages would be reflected in the wage surveys upon  
 8 which the government will rely in setting the wage floor for H-2A range occupations in future  
 9 years, thus increasing the meager wage floor for H-2A sheepherders.

10      74.     The WRA sets wages offered to domestic sheepherders at irrationally low levels  
 11 because its members know that if the positions are not filled domestically, they can look to an  
 12 international market for foreign workers with little to no power to advocate for higher wages or  
 13 safer working conditions. These workers are willing to work for wages that are aberrational in the  
 14 U.S. labor market and that, due to the WRA-led conspiracy, are artificially depressed to the bare  
 15 minimum allowable by law.

16      75.     Further, under the laws governing the H-2A visa program, members of the WRA  
 17 are required to disclose the precise wage terms—including bonuses—that they intend to pay to  
 18 the workers they hire. In other words, if they intend to offer higher wages than those required by  
 19 the DOL-imposed wage floor or if they intend to offer a particular incentive bonus, they must  
 20 disclose these facts in the job offers made to domestic workers.

21      76.     It is a violation of the laws governing the H-2A program to fail to disclose such  
 22 intended higher wages and the existence of such bonuses.

23      77.     The WRA's members, however, sometimes violate this law. They make an offer  
 24 of lower wages even though they intend to offer some foreign workers higher wages than what is  
 25 in the job order. And they never disclose the amount of bonuses they offer to their workers.  
 26 Obscuring bonuses furthers the WRA's goal of maintaining an artificial shortage of domestic  
 27 workers so that more sheepherders can be hired through the H-2A system where the WRA's  
 28 members have more control.

1       78. This practice, which further demonstrates the WRA’s members’ disregard for the  
 2 law, can result from, *inter alia*, familiarity with a recurring worker.

3       79. Even though WRA member ranches sometimes do offer such bonuses, the total  
 4 compensation received by sheepherders, including those who receive bonuses, are nonetheless  
 5 artificially depressed by this unlawful scheme, because the baseline wage level at which  
 6 sheepherders working under H-2A visas are paid is lower than it would be in a competitive  
 7 market. That is, even with the occasional departures (through undisclosed bonuses) from the  
 8 agreed-upon wage, setting the baseline through collusion impedes normal competitive pressures  
 9 and results in wages across the industry being lower than they would be absent the WRA’s wage-  
 10 fixing scheme. Moreover, on information and belief, bonuses are paid infrequently and are not  
 11 the industry standard.

12       80. The result of the collusion between WRA members regarding domestic job orders  
 13 and the wages offered to H-2A sheepherders is the effective wholesale elimination of the domestic  
 14 sheepherder workforce in regions where the WRA has a significant presence and an artificially  
 15 depressed wage level for H-2A workers in the industry.

16                   **3. *Concerted Conduct to Fix Wages Offered to Foreign Sheepherders***

17       81. With respect to the recruitment of foreign sheepherders, the WRA acts as an illegal  
 18 combination of competitors.

19       82. Among other things, one of the principal purposes of the WRA is to file with the  
 20 DOL H-2A applications on behalf of its members.

21       83. With respect to the recruitment of foreign sheepherders, the WRA’s members  
 22 maintain their membership and enlist the organization’s services in preparing H-2A applications  
 23 for the purpose of allocating decisions regarding foreign sheepherder wages to an association  
 24 constituted of competitor ranchers, and with the knowledge that the WRA uses job orders to fix  
 25 sheepherder wages illegally at or near the DOL-set wage floor for each state.

26       84. Additionally, these H-2A Applications evidence concerted conduct among the  
 27 WRA and its members to predominantly offer foreign sheepherders wages at or near the wage  
 28 floor set by the DOL for each state.

1       85. The DOL releases statistics each year on H-2A utilization. From October 1, 2020  
 2 to September 29, 2021, the WRA submitted on behalf of its members H-2A Applications for  
 3 approximately 1,400 sheepherders. The vast majority of these WRA H-2A Applications offered  
 4 at or near the DOL-prescribed H-2A wage floors as the relevant wage term.

5       86. In the absence of a conspiracy whose members have committed to the scheme, the  
 6 joint decision by the WRA and its members to always or almost always offer the minimum wage  
 7 required by law to H-2A sheepherders would be irrational. In a free market, ranchers would  
 8 compete with one another for the labor of H-2A sheepherders, who would receive higher wages  
 9 as a result of such competition commensurate with multiple variables, including skill, job  
 10 location, experience, and work environment. Each rancher would obtain a sufficient number of  
 11 sheepherders with the skill and experience that the rancher was willing to pay for in the form of  
 12 wages.

13       87. Plaintiff Cirilo Ucharima Alvarado was deprived of the opportunity to pursue a  
 14 higher wage that reflected his experience and skill. When Mr. Ucharima Alvarado applied to work  
 15 as a sheepherder in the United States, he was offered a contract that paid him precisely the  
 16 minimum wage allowed by law at the time.

17       **4.       WRA Sets Sheepherder Wages**

18       88. The WRA's members have WRA set wages for H-2A sheepherders at or near the  
 19 minimum allowable by the DOL when the association submits H-2A applications to DOL for its  
 20 members. The wages publicly offered are the nationwide minimum set by DOL, or the higher  
 21 state minimum wage where applicable. By having WRA set wages for all of its members, WRA's  
 22 members surrender their economic independence and autonomy to WRA, depriving the  
 23 marketplace—and particularly sheepherders—of the benefits of competition that come with  
 24 independent decision-making.

25       89. The WRA's standard employment contract requires a sheepherder to agree that  
 26 WRA will assign them to a place of work that they cannot change or transfer, even after the visa  
 27 expires, and that they will be paid the DOL minimum wage for that region. The agreement also  
 28 sets the wage that the worker will be paid for their work.

1       90. This makes clear that it is the WRA—and not any individual rancher—that secures  
 2 a commitment from each individual sheepherder at a very early stage in his employment that the  
 3 sheepherder will be “assigned” the minimum wage.

4       91. Finally, there can be little doubt that the WRA sets wages for its members because  
 5 that is exactly what WRA says it does in a handbook provided to all its members. The WRA  
 6 handbook outlines the “wage rate” that WRA instructs its members to pay to sheepherders. The  
 7 wage rate established in the WRA handbook is the same as the AEWR offered to predominantly  
 8 all H-2A sheepherders, as detailed above.

9       92. The wage rate established in the WRA handbook is the minimum wage allowed  
 10 by DOL for H-2A sheepherders.

11       93. The WRA handbook similarly establishes that members will use the minimum  
 12 wage as the rate they use to pay to their sheepherders. WRA members further agree with the WRA  
 13 and each other, orally and otherwise, that this wage will be offered.

14       94. Indeed, WRA members have admitted as much. In a 2021 deposition, the former  
 15 Executive Director of the WRA, Dennis Richins, was questioned about how the WRA and its  
 16 member ranches set wages.

17       95. Richins testified that the WRA filled out the wage portion of the job orders, and  
 18 that it always put in the minimum required by law.

19       96. He also stated that as a member he received “a letter saying what the wage would  
 20 be.” When asked whether WRA members understand and agree that this is the wage they will pay  
 21 he answered in the affirmative.

22       97. Richins also stated that he understood that all of the job orders for H-2A  
 23 sheepherders offered the minimum wage, and that all of the WRA’s members agreed to offer the  
 24 same fixed minimum wage.

25

26

27

28

1                   5.     *It Is Irrational to Pay the Same Wage to Experienced and*  
 2                   *Inexperienced Sheepherders, Even Though Ranches Represent to DOL*  
 3                   *that All Sheepherders Make the Same Wage Regardless of Experience*

4                 98.     The fixed wage rates established in the WRA's form employment contracts and in  
 5     membership handbooks are designed to suppress the pay of skilled sheepherders who are critically  
 6     important to the industry.

7                 99.     Sheepherding is a skilled profession learned essentially from childhood. The WRA  
 8     concedes as much in comments on the H-2A rulemaking, where, in conjunction with Mountain  
 9     Plains Agricultural Service, another association of ranches, the WRA noted that, "unlike some  
 10    farmworker jobs in crop agriculture, for which no experience is required or a brief training session  
 11    would suffice, the unique skills required of this job make it impossible for someone to walk off  
 12    the street and begin working. The H-2A workers who comprise the current workforce have grown  
 13    up doing this work, riding horses, tending herds, and living in the mountains."

14                 100.    These skilled workers only become more valuable to their employers as they gain  
 15     experience in managing the large flocks in their charge in the Western United States.

16                 101.    Through the WRA, WRA member ranches predominantly offer wages at or near  
 17     the government-set wage floor for each sheepherder, whether the sheepherder has fifteen years of  
 18     experience or one year and whether the sheepherder retains 90 percent of his flock or 70 percent  
 19     of his flock through the summer herding season.

20                 102.    While it may be tempting to think that there is no reason for a rancher to offer  
 21     more than the legal minimum if a sufficient supply of qualified laborers is available at that wage,  
 22     this is not the case.

23                 103.    Employers acting independently have a natural incentive to preemptively offer  
 24     wage increases to retain their workers and forestall the threat of poaching by their competitors.  
 25     Further, absent a conspiracy, a sheepherder could attempt to secure a better offer from another  
 26     ranch, and then use that to negotiate with their current ranch to match or beat that offer. When  
 27     employers make such adjustments for one worker, they typically adjust their other workers'  
 28     wages, too, to ensure internal equity and to preemptively retain those workers. Retention is less  
 29     expensive than losing a skilled employee and having to spend time and money recruiting a new

1 one, not to mention the possibility of lost productivity during a vacancy. Through the alleged  
 2 wage-fixing and market allocation agreement, however, WRA and its member ranches, including  
 3 Defendants, were able to eliminate that threat of competition, and thus the incentive to offer wages  
 4 to their sheepherders at a competitive level. This caused wages to remain artificially low.

5       104. Additionally, from an economic standpoint, offering a higher wage would attract  
 6 a larger pool of additional qualified sheepherders, which would in turn increase the profits of each  
 7 ranch employing more qualified sheepherders. This is because each worker would bring in  
 8 revenue surpassing the costs of paying them. Absent the WRA's unlawful scheme, ranches would  
 9 still never pay sheepherders more than they earned for the ranch in revenue—instead, ranches  
 10 would only hire additional sheepherders if those sheepherders would bring in more revenue than  
 11 they cost to employ. Thus, the more laborers a ranch can retain at rates that maximize its profits,  
 12 the more it should do so based purely upon profit-motive.

13       105. Failure to compete for sheepherders on wages, particularly in light of the high-  
 14 skilled nature of the job, evidences anticompetitive behavior to keep wages artificially low,  
 15 compounded by the collaboration discussed herein, because it goes against the unilateral  
 16 economic interests of each ranch.

17       106. Moreover, the WRA-led wage-fixing conspiracy between WRA members is  
 18 economically rational for each rancher involved even though it depresses the labor costs of its  
 19 competitors, solely because each rancher knows that every other WRA rancher is also part of the  
 20 conspiracy—in the same way in which it is economically rational for a seller of goods to enter a  
 21 price-fixing conspiracy even though it raises the profits of the seller's competitors. All members  
 22 of a wage-fixing conspiracy enjoy higher, illicit profits at the expense of all of the workers  
 23 affected by the conspiracy. Indeed, the failure to compete and the common practice of adhering  
 24 to the DOL wage floor would otherwise be inconsistent with each rancher's independent self-  
 25 interest, because doing those things unilaterally as opposed to collectively would put individual  
 26 ranchers at a competitive disadvantage and under threat of their sheepherders being poached by  
 27 other ranches offering higher wages.

28

**6. *Revealing Their Conscious Commitment to the Wage-Fixing Scheme, WRA Members Illegally Pay Shepherders Higher Wages Than They Offer to Domestic Workers***

107. A bedrock principle of the H-2A visa program is that employers of H-2A workers “must offer to U.S. workers no less than the same benefits, wages, and working conditions that the employer is offering, intends to offer, or will provide to H-2A workers.” 20 C.F.R. § 655.122(a).

108. The DOL strictly enforces this provision. Every year, DOL fines H-2A employers thousands—and sometimes millions—of dollars for offering or paying less to domestic workers than what they offer or pay to similarly situated H-2A workers.<sup>1</sup>

10           109. An H-2A employer can even be debarred from the H-2A program for substantially  
11 violating a material term or condition of a temporary labor certification, such as the promise to  
12 offer equal or higher pay and benefits to domestic workers than to H-2A workers. *See* 29 C.F.R.  
13 § 501.20.

14        110. Because predominantly all job offers to H-2A sheepherders are at the minimum  
15 wage, in order to comply with this DOL regulation and avoid incurring potential liability for  
16 serious and costly fines, employers of H-2A sheepherders would have to offer to domestic  
17 sheepherders at least the same wages in fact paid to H-2A sheepherders.

18        111. Some H-2A employers of sheepherders, however, violate this requirement of the  
19 H-2A rules. These sheepherder employers continue to *offer* the minimum wage to predominantly  
20 all sheepherders, but in recognition, for example, of the added value brought by an experienced  
21 sheepherder, these ranches sometimes *pay* these workers *more* than the wage offered to domestic  
22 sheepherders. Yet these higher payments, through undisclosed bonuses, are not reflected in either  
23 the job orders offered to domestic sheepherders at these ranches, nor are they subsequently  
24 reflected in the wage surveys conducted by the DOL.

<sup>25</sup> <sup>1</sup> See, e.g., *In Re: Overdevest Nurseries, LP*, 2015-TAE-00008 (Feb. 18, 2016) (announcing a  
26 fines of hundreds of thousands of dollars for H-2A employers' failure to pay domestic workers  
27 the same as H-2A workers), available at [twtr.to/8Vjz](https://twtr.to/8Vjz); News Brief, Department of Labor Wage  
28 and Hour Division, Vegetable Supplier to Major Grocery Chains Assessed over \$1.M in Civil  
Money Penalties After Two-Year Federal Investigation (May 12, 2016), available at  
[twtr.to/FZkx](https://twtr.to/FZkx).

1       112. These actions constitute a violation of, *inter alia*, 20 C.F.R. § 655.122(a). But they  
 2 also demonstrate that the WRA’s wage-fixing scheme has led to an artificially depressed wage  
 3 for H-2A sheepherders. All things equal, it would be economically rational for WRA members to  
 4 pay equally qualified domestic sheepherders more than H-2A sheepherders, given the costs of  
 5 transporting the latter to the United States. The fact that some WRA members pay more to some  
 6 H-2A sheepherders than *all* WRA members offer to *all* domestic workers (through the WRA’s  
 7 job orders) indicates that the wages WRA lists in the job orders and subsequent H-2A  
 8 Applications are below what the market would bear.

9       113. This illegal practice is also a plainly established practice of the WRA, as discussed  
 10 below.

11       7. ***Other Workers Performing the Same Work as H-2A Sheepherders Are  
 12 Paid Significantly More***

13       114. The WRA and its members’ concerted action to suppress wages is all the more  
 14 evident when one compares the wages of sheepherders in regions dominated by the WRA-led  
 15 wage-fixing cartel with the wages of sheepherders in regions where the cartel has less influence.

16       115. Sheepherders outside of regions controlled by the WRA are paid more than  
 17 sheepherders within the WRA’s sphere of influence.

18       116. This stands to reason—absent the WRA members’ wage suppression—  
 19 sheepherders are better able to negotiate for appropriate wages and to receive fair wage offers  
 20 commensurate with experience level.

21       8. ***DOL Sets Only the Minimum Wage, and Ranches Are Free to Offer a  
 22 Higher Wage***

23       117. There is no statute or regulation that prevents ranchers from offering H-2A  
 24 workers in excess of the minimum wage established by DOL.

25       118. To the contrary, DOL has maintained a regulatory policy that explicitly  
 26 recognizes—and even encourages—offering foreign workers more than the minimum wage  
 27 established by DOL.

28

1       119. As DOL stated in enacting the current H-2A rules, “[t]he AEWR is the minimum  
 2 wage rate that agricultural employers seeking nonimmigrant foreign workers must offer to and  
 3 pay their U.S. and foreign workers.” In other words, “[t]he AEWR is a wage floor, and its  
 4 existence does not prevent the worker from seeking, or the employer from paying, a higher wage.”  
 5 Temporary Agricultural Employment of H-2A Aliens in the United States, 75 Fed. Reg. 6884,  
 6 6891 (Feb. 12, 2010).

7       120. Likewise, in 2015, DOL unequivocally reiterated that principle in the context of  
 8 H-2A sheepherders, noting that “[t]he terms and conditions of herder employment established in  
 9 this Final Rule are intended as a floor and not a ceiling.” Temporary Agricultural Employment of  
 10 H-2A Foreign Workers in the Herding or Production of Livestock on the Range in the United  
 11 States, 80 Fed. Reg. 62958, 62962 n.9 (Oct. 16, 2015) (codified at 20 C.F.R. pt. 655).

12       121. The only requirement when offering in excess of the minimum, of course, is to  
 13 offer the same salary and benefits to domestic workers that is offered to H-2A workers. On  
 14 information and belief, if any WRA member ranches offer bonuses, this higher amount is not  
 15 reflected either in the job orders offered to domestic workers or in subsequent wage surveys  
 16 performed by DOL to determine how much H-2A sheepherders are in fact paid.

17       9.       ***Effects of the Anti-Competitive Conspiracy on DOL’s Wage  
 18 Determinations***

19       122. By agreeing to cap the amount that WRA member ranches offer their sheepherders  
 20 exactly at or near the minimum DOL wage floor, the member ranches’ conspiracy creates an  
 21 artificial ceiling on wages that would otherwise increase under normal market forces. As a  
 22 consequence of this wage stagnation, the DOL’s wage surveys reflect an artificially low wage for  
 23 sheepherders. Put differently, absent the WRA’s wage-fixing conspiracy, the minimum wages set  
 24 by DOL would have increased over the years and would today be significantly higher than they  
 25 currently are.

26       123. The unique manner in which DOL determined sheepherder minimum wages—i.e.,  
 27 through the surveys of workers—provided a powerful motive to ranchers to fix wages at the DOL  
 28 minimum. By agreeing to fix offered wages at the minimum with the knowledge that the DOL

1 would rely on surveys of workers to determine new wages, ranches were able to benefit from the  
 2 stagnation of minimum wage rates. So too would WRA members benefit from paying bonuses to  
 3 H-2A sheepherders but not reporting them either in domestic job orders or wage surveys.

4       124. While wages in other similar industries have continued to rise with normal  
 5 inflation, the wages for sheepherders had until 2017 remained stagnant, in some cases at less than  
 6 half of the federal minimum wage for covered workers. Since 2017, they have continued to lag  
 7 behind the wages of comparable agriculture laborers.

8       125. The wage-fixing scheme’s downward pressure on the DOL’s wage floors, and  
 9 therefore on the fixed wage, has led to absurdly low wages for sheepherders. When the Industrial  
 10 Welfare Commission of the State of California examined sheepherder wages in 2000, it  
 11 determined that “the wages paid to sheepherders may be inadequate to supply the cost of proper  
 12 living and that the hours and working conditions of sheepherders may be prejudicial to their health  
 13 and welfare.” It then voted to substantially modify the sheepherder exemption from California’s  
 14 minimum wage.

15       126. The artificially low level of DOL’s H-2A wage floor for sheepherders reflects the  
 16 success of the WRA’s and its members’ wage-fixing conspiracy. It also is a primary motive for  
 17 the continuation of this unlawful scheme, because it continues to artificially depress the legal  
 18 minimum they are required to pay.

19           ***10. The WRA’s Market Allocation Scheme Contributes to Ongoing  
 20 Depression of Wages***

21       127. The WRA divides the market for foreign H-2A sheepherders by assigning them to  
 22 ranches.

23       128. The WRA offers the same wages to all domestic sheepherders in a given State  
 24 without regard to the differences between the various ranches, or differences between  
 25 sheepherders.

26       129. The WRA interviews and hires sheepherders and assigns them to employer  
 27 ranches without regard to the differences between the various ranches, or differences between  
 28 sheepherders.

1       130. Indeed, on information and belief, the WRA requires an employment attestation  
 2 from its H-2A sheepherders that states that once a sheepherder is placed at a WRA member ranch,  
 3 that sheepherder will not seek employment elsewhere, including from a competing ranch that  
 4 could offer a higher wage. On information and belief, this limitation extends beyond the term of  
 5 the sheepherder's visa.

6       131. One such agreement is that the sheepherder "will be assigned to a place of work  
 7 (ranch) that [the sheepherder] will not be able to change or transfer because [the sheepherder]  
 8 desire[s] to do so."

9       132. Nothing in the relevant regulations authorizes or provides for such naked market  
 10 division. The WRA is not a joint employer or staffing agency. It is an ongoing contract,  
 11 combination, or conspiracy among competitors.

12       133. On information and belief, WRA members agree not to poach employees from one  
 13 another, even beyond the prohibition mentioned above and after sheepherders' visa terms expire.

14       134. On information and belief, WRA members monitor compliance with this  
 15 agreement and report violators to the WRA.

16       135. On information and belief, this agreement is usually adhered to and, when it is not,  
 17 the WRA threatens to and indeed sometimes does terminate the membership of violators.

18       136. On information and belief, this agreement is ongoing and involves concerted  
 19 action between the WRA and members, the substantial terms of which were that the WRA would  
 20 allocate sheepherders among its members, that sheepherders would be prohibited from  
 21 transferring their place of employment, and that WRA members would not solicit each other's  
 22 sheepherders even after the visa term expired.

23       137. On information and belief, the WRA members discussed these terms at WRA  
 24 meetings.

25       ***11. The Resulting Restraint of Trade and Antitrust Injuries***

26       138. The WRA members' wage-suppression conspiracy has unreasonably restrained  
 27 trade in the United States labor market for sheepherders generally, as well as in the markets for  
 28 domestic sheepherders and H-2A sheepherders separately.

1       139. With regard to the market for sheepherders generally, the result of this conspiracy  
 2 is artificially depressed and historically stagnant wages for all sheepherders in the United States.  
 3 As a consequence, sheepherders working on U.S. sheep ranches are deprived of the reasonable  
 4 fruits of their labor and there is little incentive for the labor pool to expand.

5       140. The WRA's wage-suppression scheme has also artificially depressed the number  
 6 of domestic sheepherders, who are effectively deprived of their right to work as sheepherders in  
 7 the domestic labor market because WRA-affiliated ranches know they can obtain cheaper labor  
 8 through their unlawful scheme.

9       141. Ranchers historically have claimed that there is an insufficient supply of domestic  
 10 sheepherders and, therefore, that they must look to the foreign labor market to recruit workers.  
 11 While there was a true labor shortage during the Second World War which gave rise to the Bracero  
 12 program (a precursor to today's H-2A visa program), the dearth of domestic sheepherders today  
 13 is not the result of an unwilling or incapable workforce; rather, the cause is the WRA members'  
 14 concerted efforts to suppress wages well below the fair market value of a sheepherders' work.

15       142. In this distorted labor market, the WRA's members rely on foreign sheepherders,  
 16 over whom the ranches can exert substantial and anachronistic control, including through attempts  
 17 to prevent "runaways" and by abusing employees whose lack of familiarity with English and the  
 18 United States legal system renders them less likely to complain about their deplorable working  
 19 conditions. For example, in a June 2014 blog post on the WRA's website about "Herder  
 20 Runaways," WRA explained that "[a] significant effort was made jointly between Western Range  
 21 and Mountain Plains [another trade group] last summer to locate and deport herders that had  
 22 jumped their contract as well as to penalize those that assisted contract breakers in finding  
 23 employment." Such rhetoric and tactics are reminiscent of the fugitive slave laws, premised on  
 24 control over the bodies and labor value of workers. Indeed, the WRA and its members' ability to  
 25 implement this exploitative and racist wage-fixing scheme is a function of their collective  
 26 monopsony power over the labor market for sheepherders.

27

28

1                   C. **Class Definition**

2           143. Plaintiff incorporates by reference all previous paragraphs of this Complaint as if  
3 realleged herein.

4           144. Pending any modifications necessitated by discovery, the named Plaintiff defines  
5 the “Class” pursuant to Federal Rule of Civil Procedure 23(b)(2) and 23(b)(3) as follows:

6                   ALL PERSONS WHO WORKED AS A SHEEPHERDER FOR THE WRA OR ANY  
7                   OF THE MEMBER RANCHES OF THE WRA THROUGH THE H-2A VISA  
8                   PROGRAM AT ANY TIME ON OR AFTER JUNE 1, 2018.

9           145. The members of the putative class are so numerous that joinder of all potential  
10 classes members is impracticable. Plaintiff does not know the exact size of the classes because  
11 that information is within the control of the WRA. However, WRA claims to recruit a substantial  
12 portion of the roughly 2,000 to 2,500 sheepherders employed in the United States each year.

13           146. There are questions of law and fact common to the classes that predominate over  
14 any individual issues that might exist. Common questions include, but are not limited to, whether  
15 the WRA and its members conspire to suppress sheepherder wages through unlawful agreements  
16 not to compete for labor and through the operation of joint ventures that recruit workers and set  
17 wages at the minimum required by law.

18           147. The class claims asserted by Plaintiff are typical of the claims of all of the potential  
19 members of the classes because all potential class members suffered suppressed wages as a  
20 consequence of the WRA-led wage fixing and market allocation. A class action is superior to  
21 other available methods for the fair and efficient adjudication of this controversy because  
22 numerous identical lawsuits alleging similar or identical causes of action would not serve the  
23 interests of judicial economy.

24           148. Plaintiff will fairly and adequately protect and represent the interests of the class.  
25 Plaintiff’s wages were artificially depressed in the same way that those of all class members were  
26 depressed, as a result of the same conspiracy.

27           149. Plaintiff is represented by counsel experienced in antitrust law and complex  
28 litigation on behalf of low-wage workers and in class actions.

1 150. The prosecution of separate actions by the individual potential class members  
2 would create a risk of inconsistent or varying adjudications with respect to individual potential  
3 class members that would establish incompatible standards of conduct for the WRA's members.

4 151. Plaintiff is unaware of any members of the putative class who are interested in  
5 presenting their claims in a separate action.

6 152. Plaintiff is unaware of any pending litigation commenced by members of the  
7 putative class concerning the instant controversies.

8        153. It is desirable to concentrate this litigation in this forum because many of the  
9 WRA's members, as well as Plaintiff and many other class members, are located in or do business  
10 in Nevada, and H-2A sheepherders operate exclusively in the Western United States.

11        154. This class action will not be difficult to manage due to the uniformity of claims  
12 among the class members and the susceptibility of the claims to class litigation and the use of  
13 representative testimony and representative documentary evidence.

14        155. The contours of the classes will be easily defined by reference to WRA records  
15 and government records.

## CAUSES OF ACTION

## COUNT I: HORIZONTAL WAGE-FIXING AGREEMENT

**(RESTRAINT OF TRADE, 15 U.S.C. §§ 1, ET SEQ.)**

## Plaintiff and the Class

20       156. Plaintiff incorporates by reference all previous paragraphs of this Complaint as if  
21 fully re-written herein.

22 157. As set forth above, Plaintiff asserts this count on Plaintiff's own behalf and on  
23 behalf of all other similarly situated employees pursuant to Fed. R. Civ P. 23(b)(2) and (b)(3).

24        158. The conduct of Defendants, as described herein, substantially affected interstate  
25 and international commerce and caused antitrust injury.

159. WRA members, including Defendants, are competitors in the labor market and should be competing with each other to attract the most capable sheepherders. They do not share

1 profits or risk of loss, other than through their agreement to indemnify the WRA for claims related  
 2 to the wages paid to sheepherders.

3       160. WRA members, including Defendants, by and through the WRA, conspired and  
 4 agreed to offer all sheepherders wages fixed at or near the minimum required by DOL regulations,  
 5 with any variance attributable almost entirely to the state in which the ranch is located.

6       161. WRA members, including Defendants, by and through the WRA, conspired and  
 7 agreed to fix the wages offered to sheepherders predominantly at the minimum DOL wage floor.  
 8 This fixed rate is artificially low, and the fixing of wages through the operation of the WRA  
 9 amounts to a per se violation of the Sherman Act.

10      162. The WRA and its members, including Defendants, conspired and agreed to fix  
 11 wages offered to sheepherders at the DOL wage floors through the WRA's filing of (a) job offers  
 12 for domestic workers, and (b) applications for certifications of H-2A workers that both  
 13 predominantly offered exactly or nearly the same wage set at exactly the wage floors set by the  
 14 DOL. The fixing of wages amounts to a per se violation of the Sherman Act, and the fixed rate  
 15 set by the WRA has remained artificially low because it has continually put downward pressure  
 16 on the DOL's wage surveys and, thus, the basis for the fixed wages the WRA's member ranches  
 17 pay.

18      163. In the alternative, Plaintiff alleges that Defendants' wage-fixing agreement is  
 19 anticompetitive and illegal under the Quick Look Test. The explicit purpose and effect of wage-  
 20 fixing is to make the wages paid by the WRA's members to sheepherders non-responsive to  
 21 market competition, and to insulate each WRA member from competition on wages from other  
 22 WRA members. Even a person with a rudimentary understanding of economics would understand  
 23 such an agreement to have anticompetitive effects.

24      164. In the alternative, Plaintiff alleges that Defendants' wage-fixing agreement is  
 25 anticompetitive and illegal under the Rule of Reason. For purposes of the Rule of Reason, the  
 26 relevant geographic market for the claim alleged in this Count is the United States, and the  
 27 relevant market is the labor market for sheepherders in the United States.

28

1 165. Defendants' conspiracy to fix wages unreasonably restrains trade in the  
2 sheepherder labor market. The wage fixing is not essential to the H-2A program and has no  
3 procompetitive virtues.

4 166. Defendants' collusive activity had and has the effect of:

- 5 • fixing the compensation of sheepherder Plaintiff and the Class at an artificially  
6 low level;
  - 7 • eliminating, to a substantial degree, competition for sheepherder labor;
  - 8 • restraining trade in that sheepherders are not able to negotiate their wage rates  
9 above the DOL wage floors; and
  - 10 • restraining trade by artificially lowering the H-2A sheepherder wage floors  
11 resulting from the DOL's surveys.

12        167. Defendants' unreasonable restraint or restraints of trade have damaged the  
13 Plaintiff and the members of the Class.

14        168. As a result, Plaintiff and those similarly situated suffered injuries and are entitled  
15 to treble damages, attorneys' fees, and costs as set forth by law.

16 169. Plaintiff and those similarly situated are also entitled to injunctive relief to end the  
17 wage-fixing scheme, and to force Defendants to take affirmative steps to correct the market.

## COUNT II: HORIZONTAL MARKET ALLOCATION

**(RESTRAINT OF TRADE, 15 U.S.C. §§ 1, ET SEQ.)**

## Plaintiff and the Class

170. Plaintiff incorporates by reference all previous paragraphs of this Complaint as if  
fully re-written herein.

23 171. As set forth above, Plaintiff asserts this count on Plaintiff's own behalf and on  
24 behalf of all other similarly situated employees pursuant to Fed. R. Civ P. 23(b)(2) and (b)(3).

172. The conduct of Defendants, as described herein, substantially affected interstate  
and international commerce and caused antitrust injury.

27        173. The horizontal agreement between competitors not to compete for sheepherder  
28 labor is a per se violation of the Sherman Act.

1       174. WRA members, including Defendants, are competitors in the labor market and  
 2 absent an unlawful agreement would be competing with each other to attract the most capable  
 3 sheepherders. They do not share profits or risk of loss, other than through their agreement to  
 4 indemnify the WRA for claims related to the wages paid to sheepherders.

5       175. But through the collusive conduct described herein, the WRA and its members,  
 6 including Defendants, ensure that sheepherders are assigned to specific ranches and the WRA  
 7 members avoid competing for labor.

8       176. The WRA and its members, including Defendants, conspired and agreed to avoid  
 9 competing for labor, coercing sheepherders into agreements which remove sheepherders' ability  
 10 to negotiate for better wages or wages commensurate with their experience, or to seek  
 11 employment at other ranches. This market allocation scheme amounts to a *per se* violation of the  
 12 Sherman Antitrust Act.

13       177. The WRA and its members, including Defendants, conspired and agreed to this  
 14 scheme through the WRA's assignment of sheepherders to ranches and the restraint the WRA  
 15 places on sheepherders' ability to seek alternate employment. In effect, WRA members have  
 16 agreed, through the WRA and its policies, not to compete for labor.

17       178. The WRA accomplished this agreement, *inter alia*, through its interviewing,  
 18 hiring, and assigning of shepherds and its stringent prohibitions against sheepherders seeking  
 19 alternative employment, including, on information and belief, after a sheepherder's visa term  
 20 expires.

21       179. The WRA's members, including Defendants, conspire and assent to this conduct  
 22 through meetings and through membership in the WRA.

23       180. In the alternative, Plaintiff alleges that Defendants' market allocation agreement  
 24 is anticompetitive and illegal under the Quick Look Test. The explicit purpose and effect of  
 25 assigning workers to particular ranches is to make the labor market for their labor non-responsive  
 26 to competition, and to insulate each WRA member from competition from other WRA members.  
 27 Even a person with a rudimentary understanding of economics would understand such an  
 28 agreement to have anticompetitive effects.

1       181. In the alternative, Plaintiff alleges that Defendants' wage-suppression agreement  
2 is anticompetitive and illegal under the Rule of Reason. For purposes of the Rule of Reason, the  
3 relevant geographic market for the claim alleged in this Count is the United States, and the  
4 relevant market is the labor market for sheepherders in the United States.

182. Defendants' relevant conduct—market division—unreasonably restrains trade in  
the sheepherder labor market. The market division is not essential to the H-2A program and has  
no procompetitive virtues.

183. The collusive activity between the WRA and its members, including Defendants,  
184 had and has the effect of:

- fixing the compensation of sheepherder Plaintiff and the Class at an artificially low level;
  - eliminating, to a substantial degree, competition for foreign sheepherder labor;
  - restraining trade in that sheepherders are not able to negotiate their wage rates above the DOL wage floors; and
  - restraining trade by removing incentives for employers to compete for labor, artificially lowering the H-2A sheepherder wage floors resulting from the DOL's surveys.

8       184. Defendants' unreasonable restraint of trade has damaged the Plaintiff and the  
9 members of the Class.

185. As a result, Plaintiff and those similarly situated suffered injuries and are entitled to treble damages, attorneys' fees, and costs as set forth by law.

186. Plaintiff and those similarly situated are also entitled to injunctive relief to end the market allocation scheme, and to force Defendants to take affirmative steps to correct the market

**PLAINTIFF DEMANDS A JURY TRIAL**

## PRAYER FOR RELIEF

5       187. WHEREFORE, Plaintiff respectfully requests that judgment be entered in  
6 Plaintiff's favor and in favor of those similarly situated as follows:

- 1 a. Certifying and maintaining this action as a class action pursuant to Federal Rule
- 2 of Civil Procedure 23(b)(2) and 23(b)(3), with Plaintiff as designated class
- 3 representatives and with his counsel appointed as class counsel;
- 4 b. Declaring Defendants in violation of each of the counts set forth above;
- 5 c. Awarding treble damages for antitrust injuries to Plaintiff and those similarly
- 6 situated;
- 7 d. Awarding pre-judgment, post-judgment, and statutory interest;
- 8 e. Awarding attorneys' fees;
- 9 f. Awarding costs;
- 10 g. Ordering equitable relief, including a judicial determination of the rights and
- 11 responsibilities of the parties;
- 12 h. Awarding such other and further relief as the Court may deem just and proper.

13  
14 Dated: June 16, 2022

Respectfully Submitted,

15  
16 By: /s/ Yaman Salahi

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